

AGREEMENT



SDMS DocID

559837

Between

CITY OF PORTSMOUTH

and

TOWN OF NORTH HAMPTON

and

PATRICK J. COAKLEY

December 1971

BOYNTON, WALDRON AND DILL
ATTORNEYS AT LAW
PORTSMOUTH, NEW HAMPSHIRE

Superfund Records Center

SITE: Coakley

BREAK: 11.9

OTHER: 559837

Contracts
b/n
Portsmouth
and
Coakley
(Master
Contracts)

AGREEMENT made this 26th day of December 1971 by and between the CITY OF PORTSMOUTH, a municipal corporation in the County of Rockingham and State of New Hampshire, hereinafter referred to as THE CITY; the TOWN OF NORTH HAMPTON, a town corporation in the County of Rockingham and State of New Hampshire, hereinafter referred to as THE TOWN; and PATRICK J. COAKLEY of Greenland, in said County and State, hereinafter referred to as the LANDOWNER.

WHEREAS, the City presently operates an incinerator and dump on Jones Avenue in Portsmouth wherein it disposes the solid wastes collected from Portsmouth, New Castle, Newington, and Pease Air Base, and

WHEREAS, said operation must be discontinued at said location, and no acceptable other location can be found within the City limits of Portsmouth, and

WHEREAS, the Landowner has an area of approximately thirty acres situate at some distance North of Route #1 in North Hampton which has been declared an acceptable landfill area by state, city and town officials, and

WHEREAS, the Town at its Town Meeting last assembled has given permission for the operation of said landfill at the above location, and

WHEREAS, the City desires to transfer its present solid waste disposal operation for itself and the communities mentioned above to said North Hampton site with the operation of said landfill to be conducted by the Landowner, subject to the conditions and restrictions established by the Town.

NOW, THEREFORE, the parties hereto do agree as follows:

1. That the land of the Landowner referred to above be designated as a Regional Sanitary Landfill Site for the communities of Portsmouth, North Hampton, New Castle, Newington and Pease Air Force Base and no other towns or individuals shall be allowed to participate or dump during the life of the contract.

2. That the land designated above shall be used, under the provisions of this Agreement, as a depository for all forms of solid wastes except: Shop and ordinance waste from Pease, demolished buildings, junk autos and machinery and tree stumps or butts of a size that cannot be cut up by wood chipper

3. The term of this agreement shall be for five years beginning with the 3rd day of January 1972 and ending on the 2nd day of January 1977 unless it shall be determined by the parties hereto prior to the termination of this agreement that there is insufficient usable landfill area remaining to continue the landfill operation. In the event that the parties disagree as to whether the landfill can or cannot be continued, the question of continuation shall be referred to the appropriate State authorities for decision and that decision shall be binding.

4. The sanitary landfill shall be open Monday through Saturday each week from 7:00 A.M. to 4:00 P.M. except for the following legal holidays when it shall remain closed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. In addition, the landfill shall be open one or two nights a week from 6:00-7:00 P.M. for the residents of North Hampton, the day or days shall be designated by the Town. *Take out of Contract*

5. The duties and responsibilities of the Landowner shall be as follows:

a) To operate a clean, sanitary and neat appearing landfill operation under such rules and regulations as the Town shall impose, based upon the state regulations for landfill operations. *1 Machine*

b) To have one heavy equipment operator and a Front End Loader with compactor wheels at the landfill during all operating hours. In the event of mechanical trouble with this equipment, the Landowner may replace same with his D-6 bulldozer or equivalent of comparable size or larger during its repair with like equipment. The compactor shall be repaired within ten days of the breakdown. The Landowner will, subject to the workload of repairer, use his best efforts to secure the repair and return of the compactor within ten days. The Town agrees to extend this time limit for cause in which case the Landowner will use his best efforts to secure the return of the compactor at the earliest date.

c) To have one laborer on duty at all times the landfill is open whose primary responsibility shall be the control of loose paper and

clean up of the landfill area as well as along the road in Greenland which connects the landfill area to Breakfast Hill Road.

d) To have one employee available to operate any other equipment necessary for the landfill operation, to direct traffic, and to perform such other services as may be assigned to him.

e) To construct the necessary cells for deposit of material to a height not to exceed eight feet, to see that the material as deposited shall be compacted by his heavy equipment, and at the end of each day to cover the deposited solid waste with not less than six inches of material (other than clay or other objectionable material).

If tires, abandoned appliances, and other heavy items are deposited in the landfill, these items shall be built into the walls of the cell area and so covered.

all of waste we were to just put them
f) To fence off the entrance to the landfill area, and to aid the employees of the City in preventing the unauthorized deposit of solid waste by any person, company or municipality other than those duly recognized in this contract. The Landowner shall also supply the Town of North Hampton fire and police officials with keys for access to the landfill site when it is closed.

g) To construct a roadway from the Breakfast Hill Road to the landfill area, to grade same, and to arrange for the oiling of the same with two coats at the beginning, and thereafter as shall be required. The preparation of the road, grading of same, maintenance and plowing shall be the responsibility of the Landowner while the payment of the cost of the oiling shall be the responsibility of the City. This roadway will also be made available to the fire trucks of North Hampton, and those of surrounding communities, if necessary and will provide access to fight fires at any place within the landfill area. Notification of any fire shall be given immediately to the Town of North Hampton fire officials.

h) To furnish recording scales of sufficient size and similar to those used by the City of Nashua, to weigh accurately vehicles

This equipment shall be properly maintained and the Landowner will use his best efforts to keep the equipment in good working order.

i) To purchase and file with the Town a performance bond in the amount of \$15,000 to secure his proper operation of the landfill area. This bond shall be conditioned on the proper operation of the landfill and to secure the cost of correction, should a nuisance arise.

j) To take out and maintain at his own expense Workman's Compensation, Public Liability for Bodily Injury with limits of \$100,000 each person and \$300,000 for each accident; and Property damage with \$35,000 limits.

k) To furnish a holding pond which shall comply with the zoning ordinance of the Town of North Hampton, all other ordinances of the Town and all State Statutes and regulations relevant to the maintenance to such pond for fire protection purposes and to maintain said pond in a manner which will make the water contained therein readily accessible for fire protection purposes.

l) To erect a sign of sufficient size to identify the entrance to the landfill off Breadfast Hill Road.

m) The Landowner will not be required to furnish more than one employee on the site during the evening hours set forth in Paragraph 4 above and then only during Eastern Daylight Saving Time. No employees will be provided during the Eastern Standard Time hours, but the Landowner will provide adequate closed containers at the site during these hours.

6. The duties and responsibilities of the Town shall be as follows; *notifying me in writing*

a) To set forth in writing and deliver to the Landowner the rules and regulations which may be amended from time to time it wishes to have followed in the operation of the landfill area in order to insure a clean, sanitary and neat appearing landfill operation.

b) In the event the Landowner shall, in the opinion of the Town of North Hampton, fail to perform any of the rules and regulations or fail to perform their covenants under this agreement to set forth, to inform the Landowner of such violation by registered mail, return receipt requested.

g.k. 7.2 K
2.2 K

c) If ten (10) days shall lapse after the receipt of said notice of violation without the violation being corrected by the Landowner, then the City shall be given ten (10) days notice to assume operation of the landfill. If the violation is not corrected in ten (10) days after the assumption of the operation by the City, then a notice of revocation of permission to operate the landfill shall be sent to the Landowner and the City and said revocation to become effective 120 days after the receipt of the registered mail, provided that the landfill is properly operated during the 120 day period.

W.S.K.
B.V.K.
D.J. (1)
d) To accept thereafter the City under the same terms and conditions, as the alternate landfill operator at said site for the remainder of the term of this agreement, ^{with the understanding that the} if the City has corrected the landowner shall receive a copy of any notice sent to the city pursuant to violation within 10 days after its receipt of the initial notice to paragraph b. above the City as provided in Paragraph 3) above.

e) To obtain and furnish its residents with the decals referred to below.

7. The duties and responsibilities of the City shall be as follows:

a) To negotiate and enter into a contract or contracts with the Towns of New Castle and Newington, and with Pease Air Force Base (or in the alternative, the solid waste disposal contractor for said Base) for a similar term of five years for depositing of all the solid waste disposed by said Towns of New Castle and Newington, and by the housing area of said Base.

b) To make monthly payments to the Landowner for the solid wastes so disposed of in the landfill upon the following payment schedules:

1) At such times as the scales to be installed by the Landowner are not in working condition, or for the period prior to the installation of the scales, said monthly payments shall be based upon the daily figure of \$324.50 times the number of days the landfill area is open.

2) At such times as the scales are operating, the payment is to be based upon monthly tonnage disposed of as follows:

a) For monthly tonnage of less than 6000 tons per month, the charge is to be at the rate of \$324.50 per day.

b) For monthly tonnage between 6000 and 7500 tons, the per ton charge is to be \$1.60.

c) For monthly tonnage over 7500 tons, the per ton charge is to be \$1.30.

3) In the event that the Town shall revoke its permission to the Landowner and the City shall take over the landfill operation as above set forth, the City shall then pay a daily rent for the use of the landfill area and the Landowner's equipment as follows:

a) \$200 a day or specifically \$180 a day for the loader and an operator to be furnished by the Landowner and \$20 a day for rental of the scales, compactor wheels, and the wood chipper.

b) As a part of the rent, the City agrees to purchase cover material from the Landowner at the rate of 35¢ a yard if from the landfill site, or if delivered from outside the landfill area, the rate shall be \$1.05 per yard.

4) All automobiles, pick-up trucks less than one half ton, and automobile trailers except those bearing the decal of North Hampton residents, shall not be put over the scales, but will be charged at the rate of 50¢ per vehicle, and payments shall be made monthly to the Landowner for all such charges collected.

5) Said monthly payments are to be made within the first ten days of the month following the month in which the solid waste disposal shall take place.

6) To supply and pay a scale operator at all times when the landfill is open, and if the Town shall demand of the Landowner watchman or watchmen during the period the landfill shall be closed, then at the Landowner's request to supply and pay for the number of watchmen needed.

7) To insure through the scale operation, that only duly authorized persons or business concerns from the municipalities referred to in this agreement be admitted to said landfill area, and if necessary, to issue decals of a different kind and color than those issued by the Town, in order to accomplish this purpose.

8) To pay for, upon presentation, the bill presented by the Landowner for the original two coat road oiling job, and thereafter to pay for the additional coats of oil as required, upon presentation of a bill.

9. In consideration of the Town ^{permitting} ~~operating~~ the operation of the landfill, the Landowner and the City agree that all residents including ~~summer~~ residents of the Town and the owners of all businesses within the Town shall have landfill access at no cost to the Town, said resident or owners during all hours that the landfill may be open and that no person, firm or corporation that is in the business of picking up waste from residents including summer residents, and businesses of the Town shall be charged for depositing such waste in the landfill and shall have access thereto during all hours that the landfill may be open, provided that such resident or owner shall display on the appropriate window of his or her motor vehicle, a current decal issued by the Town and provided further that said person, firm or corporation provides appropriate proof that the waste to be deposited was picked up from a resident of or business within the Town. Nothing in this paragraph shall change the tenor of Paragraph 7 above that all solid waste disposed of in the landfill from Portsmouth, North Hampton, New Castle, Newington and Pease Air Force Base shall be paid for as set forth therein by the City of Portsmouth. All persons, firms, or corporations in the business of picking up waste from

residents including summer residents and businesses of the Town, in order to gain access to the landfill shall deliver on the first day of January, April, July and October of each year a typewritten list in triplicate of the Town residents businesses and their addresses whose wastes are being picked up by such contractor to the City which will in turn furnish a copy of same to the Town and the Landowner. If any such contractor deposits wastes in a weight substantially in excess of the average total weight for his current list, the City shall so inform the Town officials who will in turn put the violator-contractor upon probation by written notice. If said violator-contractor shall continue to dump substantially in excess of the total average weight of his list, the City shall deny said contractor-violator the use of the landfill after so informing the Town officials of its action.

9. That any regulation or other decision or action to be made or taken by the Town of North Hampton pursuant to the terms hereof shall be by its duly elected Selectman and shall require no further vote of the Town except as provided by law.

10. In the event at any time during the term of this agreement, any lawful authority for any reason or cause other than the Landowner's own fault or neglect, shall prohibit, limit or restrict the use of said premises, including the access road from Breakfast Hill Road, as a landfill site, the Landowner shall have the option in such event to terminate this agreement as of the date of such happening of such contingency unless the lawful authority shall permit the continued operation of the landfill for a period of up to 90 days. This is subject to the provision that the Landowner will use his best efforts to remove the prohibition and if so, the terms of this agreement will be in effect for the remainder of the term of the agreement.

11. This agreement shall be binding upon the executors, administrator and assigns and heirs of the Landowner.

WITNESS the hands of representatives duly authorized, and their seals to this and two other instruments of like tenor the day and year above set forth.

In the Presence of:

Richard E. Nelson

Jerry W. Holmes

Ernest R. Giddens

CITY OF PORTSMOUTH

By: [Signature]

TOWN OF NORTH HAMPTON

By: Maurice E. Kierstead

Byron L. Kirby

Selectmen

Patrick J. Coakley
Patrick J. Coakley

SVack - 2nd Marsh Coakley Landfill
contract - unsigned

Superfund Records Center

SITE: Coakley

BREAK: 11.9

OTHER: _____

AGREEMENT made this _____ day of _____ 1977 by and between the CITY OF PORTSMOUTH, a municipal corporation in the County of Rockingham and State of New Hampshire, hereinafter referred to as THE CITY, the TOWN OF NORTH HAMPTON, a town corporation in the County of Rockingham and State of New Hampshire, hereinafter referred to as THE TOWN, and ERNA M. COAKLEY of North Hampton, PATRICIA C. CASE and RONALD C. COAKLEY, both of Greenland, DEBORAH C. BORZA of Portsmouth and NEIL H. COAKLEY of Rye, all in said County and State, hereinafter referred to as the LANDOWNERS.

WITNESSETH:

WHEREAS, the Landowners have an area of approximately thirty acres situated at some distance North of Route #1 in North Hampton which has been declared an acceptable landfill area by state, city and town officials, and

WHEREAS, the Town at a Town Meeting has given permission for the operation of said landfill at the above location, and

WHEREAS, the parties hereto have been operating for the past five years under a contract for the disposal of solid wastes collected from Portsmouth, North Hampton, New Castle, Newington and Pease Air Force Base, and

WHEREAS, the parties hereto wish to continue said operation for another two years,

NOW, THEREFORE, the parties hereto do agree as follows:

1. That the land of the Landowners referred to above be designated as a Regional Sanitary Landfill Site for the communities of Portsmouth, North Hampton, New Castle, Newington and Pease Air Force Base. The Landowners may at their option enter other waste disposal contracts provided, however, such additional contracts shall in no way prevent the performance of this contract by the Landowners during its two year term. The control of waste disposal under such

2. That the land designated above shall be used, under the provisions of this Agreement, as a depository for all forms of solid wastes except: Shop and ordinance waste from Pease, demolished buildings, junk autos and machinery and tree stumps or butts of a size that cannot be cut up by wood chipper equipment on site.

3. The term of this agreement shall be for ^{TWO} five years beginning with the 3rd day of January 1977, and ending on the 2nd day of January 1979.

4. The sanitary landfill shall be open Monday through Saturday each week from 7:00 A.M. to 4:00 P.M. except for the following legal holidays when it shall remain closed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

5. The duties and responsibilities of the Landowners shall be as follows:

a) To operate a clean, sanitary and neat appearing landfill operation under such rules and regulations as the Town shall impose, based upon the state regulations for landfill operations.

b) To have one heavy equipment operator, a Front End Loader with compactor wheels and Hough Payloader at the landfill during all operating hours. In the event of mechanical trouble with this equipment, the Landowners may replace same with their D-6 bulldozer or vehicle of comparable size or larger during its repair with like equipment. The compactor shall be repaired within ten days of the breakdown, and the Landowners will, subject to the workload of repairer, use their best efforts to secure the repair and return of the compactor within ten days. The Town agrees to extend this time limit for cause in which case the Landowners will use their best efforts to secure the return of the compactor at the earliest date.

c) To have one laborer on duty at all times the landfill is open whose primary responsibility shall be the control of loose paper and clean up of the landfill area as well as along the road in Greenland which

d) To have one employee available to operate any other equipment necessary for the landfill operation, to direct traffic, and to perform such other services as may be assigned to him.

e) To construct the necessary cells for deposit of material to a height not to exceed eight feet, to see that the material as deposited shall be compacted by their heavy equipment, and at the end of each day to cover the deposited solid waste with not less than six inches of material (other than clay or other objectionable material). If tires, abandoned appliances, and other heavy items are deposited in the landfill, these items shall be built into the walls of the cell area and so covered.

f) To fence off the entrance to the landfill area, and to aid the employees of the City in preventing the unauthorized deposit of solid waste by any person, company or municipality other than those duly recognized in this and any other contract. The Landowners shall also supply the Town of North Hampton fire and police officials with keys for access to the landfill site when it is closed.

g) To make available the roadway from Breakfast Hill Road to the landfill to the fire trucks of North Hampton, and those of surrounding communities, if necessary, and to provide access to fight fires at any place within the landfill area. Notification of any fire shall be given immediately to the Town of North Hampton fire officials.

h) To furnish recording scales, for weighing vehicles using ~~any of their equipment~~ wood chipping machine for brush disposal. This equipment shall be properly maintained and the Landowners will use their best efforts to keep the equipment in good working order.

i) To purchase and file with the Town a performance bond in the amount of \$15,000 to secure their proper operation of the landfill area. This bond shall be conditioned on the proper operation of the landfill and to secure the cost of correction, should a nuisance arise.

j) To take out and maintain at their own expense Workman's Compensation, Public Liability for Bodily Injury with limits of \$100,000 each person and \$300,000 for each accident; and Property damage with \$35,000 limits.

k) To furnish a holding pond which shall comply with the zoning ordinance of the Town of North Hampton, all other ordinances of the Town and all State Statutes and regulations relevant to the maintenance to such pond for fire protection purposes and to maintain said pond in a manner which will make the water contained therein readily accessible for fire protection purposes.

l) To erect a sign of sufficient size to identify the entrance to the landfill off Breakfast Hill Road.

6. The duties and responsibilities of the Town shall be as follows:

a) To set forth in writing and deliver to the Landowners the rules and regulations which may be amended from time to time it wishes to have followed in the operation of the landfill area in order to insure a clean, sanitary and neat appearing landfill operation.

b) In the event the Landowners shall, in the opinion of the Town of North Hampton, fail to perform any of the rules and regulations so set forth, to inform the Landowners of such violation by registered mail, return receipt requested.

c) If thirty (30) days shall lapse after the receipt of said notice of violation without the violation being corrected by the Landowners, then

the City shall be given thirty (30) days notice to assume operation of the landfill with the Landowners to receive copy of same. If the violation is not corrected in thirty (30) days after the assumption of the operation by the City, then a notice of revocation of permission to operate the landfill shall be sent to the Landowners and the City and said revocation to become effective 120 days after the receipt of the registered mail, provided that the landfill is properly operated during the 120 day period.

d) To accept thereafter the City under the same terms and conditions, as the alternate landfill operator at said site for the remainder of the term of this agreement, if the City has corrected the violation within 30 days after its receipt of the initial notice to the City as provided in Paragraph 5 c) above.

e) To obtain and furnish its residents with the decals referred to below.

(7.) The duties and responsibilities of the City shall be as follows:

a) To negotiate and enter into a contract or contracts with the Towns of North Hampton, New Castle and Newington, and with Pease Air Force Base (or in the alternative, the solid waste disposal contractor for said Base) for a similar term of two years for depositing of all the solid waste disposed by said Towns of North Hampton, New Castle and Newington, and by the housing area of said Base.

b) To make monthly payments to the Landowners for the solid wastes so disposed of in the landfill upon the following payment schedules: The daily figure of Eight Hundred Thirty Three and 75/100 (\$833.75) Dollars times the number of days the landfill is open during the month.

c) Said monthly payments are to be made within the first ten days of the month following the month in which the solid waste disposal shall take place.

d) To supply and pay a scale operator at all times when the landfill is open, and if the Town shall demand of the Landowners' watchman or watchmen during the period the landfill shall be closed, then at the Landowners' request to supply and pay for the number of watchmen needed.

e) To insure through the scale operation, that only duly authorized persons or business concerns from the municipalities referred to in this agreement be admitted to said landfill area, and if necessary, to issue decals of a different kind and color than those issued by the Town, in order to accomplish this purpose.

8. That any regulation or other decision or action to be made or taken by the Town of North Hampton pursuant to the terms hereof shall be by its duly elected Selectman and shall require no further vote of the Town except as provided by law.

9. In the event at any time during the term of this agreement, any lawful authority for any reason or cause other than the Landowners' own fault or neglect, shall prohibit, limit or restrict the use of said premises, including the access road from Breakfast Hill Road, as a landfill site, the Landowners shall have the option in such event to terminate this agreement as of the date of such happening of such contingency unless the lawful authority shall permit the continued operation of the landfill for a period of up to 90 days. This is subject to the provision that the Landowners will use their best efforts to remove the prohibition and if so, the terms of this agreement will be in effect for the remainder of the term of the agreement. However, should the prohibition continue, the Landowners, in view of the State of New Hampshire's requirement that all closed landfill areas have cover of at least two feet over all disposed wastes, shall be paid for furnishing such cover and completing the closing of the landfill, instead of the above per diem figure, the monthly coverage figure only in the amount of Seven Thousand Ninety Three and 33/100 (\$7,093.33) Dollars for each of the remaining months of the term of this contract.

10. This agreement shall be binding upon the executors, administrators, heirs and assigns of the Landowners, and shall be retroactive to the third day of January 1977.

WITNESS the hands of representatives duly authorized, and their seals to this and two other instruments of like tenor the day and year above set forth.

In the Presence of:

CITY OF PORTSMOUTH

TOWN OF NORTH HAMPTON

Selectmen

Landowners

Superfund Records Center

SITE: Coakley

BREAK: 11.9

OTHER: _____

AGREEMENT made this 11th day of May 1979 by and

between the CITY OF PORTSMOUTH, a municipal corporation in the County of Rockingham and State of New Hampshire, hereinafter referred to as THE CITY; the TOWN OF NORTH HAMPTON, a town corporation in the County of Rockingham and State of New Hampshire, hereinafter referred to as THE TOWN; and COAKLEY LANDFILL, INC., a corporation duly organized under the laws of the State of New Hampshire having a principal place of business in Greenland in said County and State, hereinafter referred to as the CORPORATION.

WITNESSETH:

WHEREAS, the Corporation have an area of approximately thirty acres situate at some distance North of Route #1 in North Hampton which has been declared an acceptable landfill area by state, city and town officials, and

WHEREAS, the Town at a Town Meeting has given permission for the operation of said landfill at the above location, and

WHEREAS, the parties hereto have been operating for the past five years under a contract for the disposal of solid wastes collected from Portsmouth, North Hampton, New Castle, Newington and Pease Air Force Base, and

WHEREAS, the parties hereto wish to continue said operation for another two years.

NOW, THEREFORE, the parties hereto do agree as follows:

1. That the land of the Corporation referred to above be designated as a Regional Sanitary Landfill Site for the communities of Portsmouth, North Hampton, New Castle, Newington and Pease Air Force Base. The Corporation may at their option enter other waste disposal contracts provided, however, such additional contracts shall in no way prevent the performance of this contract by the Corporation during its two year term. The control of waste disposal under such

contracts shall be the responsibility of the Corporation and shall be an exception to the responsibility of the City under Paragraph 7 e) following.

2. That the land designated above shall be used, under the provisions of this Agreement, as a depository for all forms of solid wastes except: Shop and ordinance waste from Pease, demolished buildings, junk autos and machinery and tree stumps or butts of a size that cannot be cut up by wood chipper equipment on site.

3. The term of this agreement shall be for two years beginning with the 3rd day of January 1979 and ending on the 2nd day of January 1981.

4. The sanitary landfill shall be open Monday through Saturday each week from 7:00 A.M. to 4:00 P.M. except for the following legal holidays when it shall remain closed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

~~5. The Corporation shall maintain the landfill in a clean, sanitary and neat appearing landfill~~
operation under such rules and regulations as the Town shall impose, based upon the state regulations for landfill operations.

b) To have one heavy equipment operator, a Front End Loader with compactor wheels and Hough Payloader at the landfill during all operating hours. In the event of mechanical trouble with this equipment, the Corporation may replace same with their D-6 bulldozer or vehicle of comparable size or larger during its repair with like equipment. The compactor shall be repaired within ten days of the breakdown, and the Corporation will, subject to the workload of repairer, use their best efforts to secure the repair and return of the compactor within ten days. The Town agrees to extend this time limit for cause in which case the

Corporation will use their best efforts to secure the return of the compactor at the earliest date.

c) To have one laborer on duty at all times the landfill is open whose primary responsibility shall be the control of loose paper and clean up of the landfill area as well as along the road in Greenland which connects the landfill area to Breakfast Hill Road.

d) To have one employee available to operate any other equipment necessary for the landfill operation, to direct traffic, and to perform such other services as may be assigned to him.

e) To construct the necessary cells for deposit of material to a height not to exceed eight feet, to see that the material as deposited shall be compacted by their heavy equipment, and at the end of each day to cover the deposited solid waste with not less than six inches of material (other than clay or other objectionable material). If tires, abandoned appliances, and other heavy items are deposited in the landfill, these items shall be built into the walls of the cell area and so covered.

f) To fence off the entrance to the landfill area, and to aid the employees of the City in preventing the unauthorized deposit of solid waste by any person, company or municipality other than those duly recognized in this and any other contract. The Corporation shall also supply the Town of North Hampton fire and police officials with keys for access to the landfill site when it is closed.

g) To make available the roadway from Breakfast Hill Road to the landfill to the fire trucks of North Hampton, and those of surrounding communities, if necessary, and to provide access to fight fires at any place within the landfill area. Notification of any fire shall be given immediately to the Town of North Hampton fire officials.

h) To furnish recording scales, for weighing vehicles using

the landfill, to furnish a small trailer, and to furnish a wood chipping machine for brush disposal. This equipment shall be properly maintained and the Corporation will use their best efforts to keep the equipment in good working order.

i) To purchase and file with the Town a performance bond in the amount of \$15,000 to secure their proper operation of the landfill area. This bond shall be conditioned on the proper operation of the landfill and to secure the cost of correction, should a nuisance arise.

j) To take out and maintain at their own expense Workman's Compensation, Public Liability for Bodily Injury with limits of \$100,000 each person and \$300,000 for each accident; and Property damage with \$35,000 limits.

k) To furnish a holding pond which shall comply with the zoning ordinance of the Town of North Hampton, all other ordinances of the Town and all State Statutes and regulations relevant to the maintenance to such pond for fire protection purposes and to maintain said pond in a manner which will make the water contained therein readily accessible for fire protection purposes.

l) To erect a sign of sufficient size to identify the entrance to the landfill off Breakfast Hill Road.

6. The duties and responsibilities of the Town shall be as follows:

a) To set forth in writing and deliver to the Corporation the rules and regulations which may be amended from time to time it wishes to have followed in the operation of the landfill area in order to insure a clean, sanitary and neat appearing landfill operation.

b) In the event the Corporation shall, in the opinion of the Town of North Hampton, fail to perform any of the rules and regulations so set forth, to inform the Corporation of such violation by registered mail.

return receipt requested.

c) If thirty (30) days shall lapse after the receipt of said notice of violation without the violation being corrected by the Corporation, then the City shall be given thirty (30) days notice to assume operation of the landfill with the Corporation to receive copy of same. If the violation is not corrected in thirty (30) days after the assumption of the operation by the City, then a notice of revocation of permission to operate the landfill shall be sent to the Corporation and the City and said revocation to become effective 120 days after the receipt of the registered mail, provided that the landfill is properly operated during the 120 day period.

d) To accept thereafter the City under the same terms and conditions, as the alternate landfill operator at said site for the remainder of the term of this agreement, if the City has corrected the violation within 30 days after its receipt of the initial notice to the City as provided in Paragraph 5 c) above.

e) To obtain and furnish its residents with the decals referred to below.

7. The duties and responsibilities of the City shall be as follows:

a) To negotiate and enter into a contract or contracts with the Towns of North Hampton, New Castle and Newington, and with Pease Air Force Base (or in the alternative, the solid waste disposal contractor for said Base) for a similar term of two years for depositing of all the solid waste disposed by said Towns of North Hampton, New Castle and Newington, and by the housing area of said Base.

The Corporation will use their best efforts to remove the production and the term of this agreement will be in effect for the remainder of the term of the wastes so disposed of in the landfill upon the following payment schedules:

The daily figure of Nine Hundred Thirty Seven and 41/100 (\$937.41) Dollars times the number of days the landfill is open during the month.

c) Said monthly payments are to be made within the first ten days of the month following the month in which the solid waste disposal shall take place.

d) To supply and pay a scale operator at all times when the landfill is open, and if the Town shall demand of the Corporation's watchman or watchmen during the period the landfill shall be closed, then at the Corporation's request to supply and pay for the number of watchmen needed.

e) To insure through the scale operation, that only duly authorized persons or business concerns from the municipalities referred to in this agreement be admitted to said landfill area, and if necessary, to issue decals of a different kind and color than those issued by the Town, in order to accomplish this purpose.

8. That any regulation or other decision or action to be made or taken by the Town of North Hampton pursuant to the terms hereof shall be by its duly elected Selectmen and shall require no further vote of the Town except as provided by law.

9. In the event at any time during the term of this agreement, any lawful authority for any reason or cause other than the Corporation's fault or neglect, shall prohibit, limit or restrict the use of said premises, including the access road from Breakfast Hill Road, as a landfill site, the Corporation shall have the option in such event to terminate this agreement as of the date of such happening such contingency unless the lawful authority shall permit the continued operation of the landfill for a period of up to 90 days. This is subject to the provision that the Corporation will use their best efforts to remove the prohibition and if so, the terms of this agreement will be in effect for the remainder of the term of the agreement. However, should the prohibition continue, the Corporation, in view of the State of New Hampshire's requirement that all closed landfill areas have cover of at least two feet over all disposed wastes, shall be paid for furnishing such

cover and completing the closing of the landfill; instead of the above per diem figure, the monthly coverage figure only in the amount of Seven Thousand Ninety Three and 33/100 (\$7,093.33) Dollars for each of the remaining months of the term of this contract. That North Hampton shall not be obligated to pay any monies under this Paragraph 9.

10. In consideration of the Town permitting the operation of the landfill, the Corporation and the City agree that all residents including summer residents of the Town and the owners of all businesses within the Town shall have landfill access at no cost to the Town, said resident or owners during all hours that the landfill may be open and that no person, firm or corporation that is in the business of picking up waste from residents including summer residents, and businesses of the Town shall be charged for depositing such waste in the landfill and shall have access thereto during all hours that the landfill may be open, provided that such resident or owner shall display on the appropriate window of his or her motor vehicle, a current decal issued by the Town and provided further that said person, firm or corporation provides appropriate proof that the waste to be deposited was picked up from a resident of or business within the Town. Nothing in this paragraph shall change the tenor of Paragraph 7 above that all solid waste disposed of in the landfill from Portsmouth, North Hampton, New Castle, Newington and Pease Air Force Base shall be paid for as set forth herein by the City of Portsmouth. All persons, firms, or corporations in the business of picking up waste from residents including summer residents and businesses of the Town, in order to gain access to the landfill shall deliver on the first day of January, April, July and October of each year a typewritten list in triplicate of the Town residents businesses and their addresses whose wastes are being picked up by such contractor to the City which will in turn furnish a copy of same to the Town and the Corporation. If any such contractor deposits wastes in a weight substantially in excess of the average total weight for his current list, the City shall so inform the Town officials who will in turn put the violator-

contractor upon probation by written notice. If said violator-contractor shall continue to dump substantially in excess of the total average weight of his list, the City shall deny said contractor-violator the use of the landfill after so informing the Town officials of its action. In addition, the maintenance and snowplowing of the roadway from the landfill area to Breakfast Hill Road shall be the responsibility of the Corporation with any oiling, if necessary, to be the responsibility of the City. This roadway shall be made available to the fire trucks of North Hampton and those of any other community, if necessary, to provide access to fight fires at any place within the landfill area. Notification of any fire shall be given immediately to the North Hampton fire officials.

11. This agreement shall be binding upon the executors, administrators, heirs and assigns of the Corporation, and shall be effective to the second day of January, 1981.

WITNESS the hands of representatives duly authorized, and their seals to this and two other instruments of like tenor the day and year above set forth.

WITNESS:

CITY OF PORTSMOUTH

Louis J. Lombardi

Galvin A. Canney
Galvin A. Canney,
City Manager

TOWN OF NORTH HAMPTON

Donald B. Calver
To All

William C. Lynn

Donald B. Calver
Selectmen

COAKLEY LANDFILL, INC.

Johnny R. Walden

Ronald C. Coakley
Ronald C. Coakley, President

AGREEMENT made this 16 day of June, 1981, by and between the CITY OF PORTSMOUTH, a municipal corporation in the County of Rockingham and State of New Hampshire, hereinafter referred to as THE CITY; the TOWN OF NORTH HAMPTON, a town corporation in the County of Rockingham and State of New Hampshire, hereinafter referred to as THE TOWN; and COAKLEY LANDFILL, INC., a corporation duly organized under the Laws of the State of New Hampshire, having a principal place of business in Greenland in said County and said State, hereinafter referred to as the CORPORATION.

W I T N E S S E T H:

WHEREAS, the Corporation has an area of approximately thirty acres situate at some distance North of Route #1 in North Hampton which has been declared an acceptable landfill area by state, city and town officials, and

WHEREAS, the Town at a Town Meeting has given permission for the operation of said landfill at the above location, and

WHEREAS, the parties hereto have been operating for the past nine years under a contract for the disposal of solid wastes collected from Portsmouth, North Hampton, New Castle and Pease Air Force Base, and

WHEREAS, the parties hereto wish to continue said operation for a term of another eighteen months.

NOW, THEREFORE, the parties hereto do agree as follows:

1. That the land of the Corporation referred to above be designated as a Regional Sanitary Landfill Site for the communities of Portsmouth, North Hampton, New Castle, and Pease Air Force Base. The Corporation may at their option enter other waste disposal contracts provided, however, such additional contracts shall in no way prevent the performance of this contract by the Corporation during its eighteen month term. The control of waste disposal under such contracts shall be the responsibility of the Corporation and shall be an exception to the responsibility of the City under Paragraph 7 (e) following.

2. That the land designated above shall be used, under the provisions of this Agreement, as a depository for all forms of solid wastes except: Shop and ordinance waste from Pease, demolished buildings, junk autos and machinery and tree stumps or butts of a size that cannot be cut up by wood chipper equipment on site. The Corporation shall have the right and responsibility under this Agreement to refuse to accept waste from any hauler who is violating the terms of this Agreement. He shall give one week's notice to all parties before restricting said hauler.

3. The term of this Agreement shall be for eighteen months beginning with the 3rd day of January 1981 and ending on the 2nd day of July 1982.

Superfund Records Center
SITE: Coakley
BREAK: 11.9
OTHER: _____

4. The sanitary landfill shall be open Monday through Saturday each week from 7:00 A.M. to 4:00 P.M. except for the following legal holidays when it shall remain closed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

5. The duties and responsibilities of the Corporation shall be as follows:

(a) To operate a clean, sanitary and neat appearing landfill operation under such rules and regulations as the Town shall impose, based upon the state regulations for landfill operations.

(b) To have one heavy equipment operator, a Front End Loader with compactor wheels and Hough Payloader at the landfill during all operating hours. In the event of mechanical trouble with this equipment, the Corporation may replace same with their D-6 bulldozer or vehicle of comparable size or larger during its repair with like equipment. The compactor shall be repaired within ten days of the breakdown, and the Corporation will, subject to the workload of repairer, use their best efforts to secure the repair and return of the compactor within ten days. The Town agrees to extend this time limit for cause in which case the Corporation will use their best efforts to secure the return of the compactor at the earliest date.

(c) To have one laborer on duty at all times the landfill is open whose primary responsibility shall be the control of loose paper and cleanup of the landfill area as well as along the road in Greenland which connects the landfill area to Breakfast Hill Road.

(d) To have one employee available to operate any other equipment necessary for the landfill operation, to direct traffic, and to perform such other services as may be assigned to him.

(e) To construct the necessary cells for deposit of material to a height not to exceed eight feet, to see that the material as deposited shall be compacted by their heavy equipment, and at the end of each day to cover the deposited solid waste with not less than six inches of material (other than clay or other objectionable material). If tires, abandoned appliances, and other heavy items are deposited at the landfill, these items shall be built into the walls of the cell area and so covered.

(f) To fence off the entrance to the landfill area, and to aid the employees of the City in preventing the unauthorized deposit of solid waste by any person, company or municipality other than those duly recognized in this and any other contract. The Corporation shall also supply the Town of North Hampton fire and police officials

with keys for access to the landfill site when it is closed.

(g) To make available the roadway from Breakfast Hill Road to the landfill to the fire trucks of North Hampton, and those of surrounding communities, if necessary, and to provide access to fight fires at any place within the landfill area. Notification of any fire shall be given immediately to the Town of North Hampton fire officials.

(h) To furnish recording scales, for weighing vehicles using the landfill, to furnish a small trailer, and to furnish a wood chipping machine for brush disposal. This equipment shall be properly maintained and the Corporation will use their best efforts to keep the equipment in good working order. *R. C. 23*

(i) To purchase and file with the Town a performance bond in the amount of \$15,000 to secure their proper operation of the landfill area. This bond shall be conditioned on the proper operation of the landfill and to secure the cost of correction, should a nuisance arise.

(j) To take out and maintain at their own expense Workmen's Compensation, Public Liability for Bodily Injury with limits of \$100,000 each person and \$300,000 for each accident; and Property Damage with \$35,000 limits.

(k) To furnish a holding pond which shall comply with the zoning ordinance of the Town of North Hampton, all other ordinances of the Town and all State Statutes and regulations relevant to the maintenance to such pond for fire protection purposes and to maintain said pond in a manner which will make the water contained therein readily accessible for fire protection purposes.

(l) To erect a sign of sufficient size to identify the entrance to the landfill off Breakfast Hill Road.

6. The duties and responsibilities of the Town shall be as follows:

(a) To set forth in writing and deliver to the Corporation the rules and regulations which may be amended from time to time it wishes to have followed in the operation of the landfill area in order to insure a clean, sanitary and neat appearing landfill operation.

(b) In the event the Corporation shall, in the opinion of the Town of North Hampton, fail to perform any of the rules and regulations so set forth, to inform the Corporation of such violation by registered mail, return receipt requested.

(c) If Thirty (30) Days shall lapse after the receipt of said notice of violation without the violation being corrected by the

Corporation, then the City shall be given Thirty ³⁰ (3) days notice to assume operation of the landfill with the Corporation to receive copy of same. If the violation is not corrected in thirty (30) days after the assumption of the operation by the City, then a notice of revocation of permission to operate the landfill shall be sent to the Corporation and the City and said revocation to become effective 120 days after the receipt of the registered mail, provided that the Corporation is properly operated during the 120 day period.

(d) To accept thereafter the City under the same terms and conditions, as the alternate landfill operator at said site for the remainder of the term of this agreement, if the City has corrected the violation within 30 days after its receipt of the initial notice to the City as provided in Paragraph 5 (c) above.

(e) To obtain and furnish its residents with the decals referred to below.

7. The duties and responsibilities of the City shall be as follows:

(a) To negotiate and enter into a contract or contracts with the Towns of North Hampton, New Castle, and with Pease Air Force Base (or in the alternative, the solid waste disposal contractor for said Base) for a similar term of eighteen months for depositing of all of the solid waste disposed by said Towns of North Hampton, New Castle and by the housing area of said Base.

(b) To make monthly payments to the Corporation for the solid waste so disposed of in the landfill upon the following payment schedules: The daily figure of Eleven Hundred (\$1100) Dollars times the number of days the landfill is open during the month.

(c) Said monthly payments are to be made within the first ten days of the month following the month in which the solid waste disposal shall take place.

(d) To supply and pay a scale operator at all times when the landfill is open, and if the Town shall demand of the watchman or watchmen during the period the landfill shall be closed, then at the Corporation's request to supply and pay for the number of watchmen needed.

(e) To insure through the scale operation, that only duly authorized persons or business concerns from the municipalities referred to in this Agreement be admitted to said landfill area, and if necessary, to issue decals of a different kind and color than those

to assume operation of the landfill with the Corporation to receive ^{7/1} copy of same. If the violation is not corrected in thirty (30) days after the assumption of the operation by the City, then a notice of revocation of permission to operate the landfill shall be sent to the Corporation and the City and said revocation to become effective 120 days after the receipt of the registered mail, provided that the Corporation is properly operated during the 120 day period.

(d) To accept thereafter the City under the same terms and conditions, as the alternate landfill operator at said site for the remainder of the term of this agreement, if the City has corrected the violation within 30 days after its receipt of the initial notice to the City as provided in Paragraph 5 (c) above.

(e) To obtain and furnish its residents with the decals referred to below.

7. The duties and responsibilities of the City shall be as follows:

(a) To negotiate and enter into a contract or contracts with the Towns of North Hampton, New Castle, and with Pease Air Force Base (or in the alternative, the solid waste disposal contractor for said Base) for a similar term of eighteen months for depositing of all of the solid waste disposed by said Towns of North Hampton, New Castle and by the housing area of said Base.

(b) To make monthly payments to the Corporation for the solid waste so disposed of in the landfill upon the following payment schedules: The daily figure of Eleven Hundred (\$1100) Dollars times the number of days the landfill is open during the month.

(c) Said monthly payments are to be made within the first ten days of the month following the month in which the solid waste disposal shall take place.

(d) To supply and pay a scale operator at all times when the landfill is open, and if the Town shall demand of the watchman or watchmen during the period the landfill shall be closed, then at the Corporation's request to supply and pay for the number of watchmen needed.

(e) To insure through the scale operation, that only duly authorized persons or business concerns from the municipalities referred to in this Agreement be admitted to said landfill area, and if necessary, to issue decals of a different kind and color than those issued by the Town, in order to accomplish this purpose.

SV
note:
last line

8. That any regulation or other decision or action to be made or taken by the Town of North Hampton pursuant to the terms hereof shall be by its duly elected Selectmen and shall require no further vote of the Town except as provided by law.

9. In the event at any time during the term of this Agreement, any lawful authority for any reason or cause other than the Corporation's own fault or neglect, shall prohibit, limit or restrict the use of said premises, including the access road from Breakfast Hill Road, as a landfill site, the Corporation shall have the option in such event to terminate this Agreement as of the date of such happening of such contingency unless the lawful authority shall permit the continued operation of the landfill for a period of up to 90 days. This is subject to the provision that the Corporation will use their best efforts to remove the prohibition and if so, the terms of this Agreement will be in effect for the remainder of the term of the Agreement. However, should the prohibition continue, the Corporation, in view of the State of New Hampshire's requirement that all closed landfill areas have cover of at least two feet over all disposed wastes, shall be paid for furnishing such cover and completing the closing of the landfill instead of the above per diem figure, the monthly coverage figure only in the amount of Seven Thousand Ninety-Three and 33/100 (\$7,093.33) Dollars for each of the remaining months of the term of this contract. That North Hampton shall not be obligated to pay any monies under this Paragraph 9.

10. In consideration of the Town permitting the operation of the landfill, the Corporation and the City agree that all residents including summer resident of the Town and the owners of all businesses within the Town shall have landfill access at no cost to the Town, said resident or owners during all hours that the landfill may be open and that no person, firm or corporation that is in the business of picking up waste from residents including summer residents, and businesses of the Town shall be charged for depositing such waste in the landfill, and shall have access thereto during all hours that the landfill may be open, provided that such resident or owner shall display on the appropriate window of his or her motor vehicle, a current decal issued by the Town and provided further that said person, firm or corporation provides appropriate proof that the waste to be deposited was picked up from a resident of or business within the Town. Nothing in this paragraph shall change the tenor of Paragraph 7 above that all solid waste disposed of in the landfill from Portsmouth, North Hampton, New Castle and Pease Air Force Base shall be paid for as set forth herein by City of Portsmouth. All persons, firms, or corporations in the business of picking up waste from residents including summer residents and business of the Town,

in order to gain access to the landfill shall deliver on the first day of January, April, July and October of each year a typewritten list in triplicate of the Town residents, businesses and their addresses whose wastes are being picked up by said contractor to the City which will in turn furnish a copy of same to the Town and the Corporation. If any such contractor deposits wastes in a weight substantially in excess of the average total weight for his current list, the City shall so inform the Town Officials who will in turn put the violator-contractor upon probation by written notice. If said violator-contractor shall continue to dump substantially in excess of the total average weight of his list, the City shall deny said contractor-violator the use of the landfill after so informing the Town officials of its action. In addition, the maintenance and snowplowing of the roadway from the landfill area to Breakfast Hill Road shall be the responsibility of the Corporation, with any oiling, if necessary, to be the responsibility of the City. This roadway shall be made available to the fire trucks of North Hampton and those of any other community, if necessary, to provide access to fight fires at any place within the landfill area. Notification of any fire shall be given immediately to the North Hampton Fire Officials.

11. This Agreement shall be binding upon the executors, administrators, heirs and assigns of the Corporation, and shall be effective to the Second (2) day of July, 1982.

WITNESS the hands of representatives duly authorized and their seals to this and two other instruments of like tenor the day and year above set forth.

CITY OF PORTSMOUTH,

Leslie J. Loring BY:

Calvin A. Canney
CALVIN A. CANNEY, CITY MANAGER

TOWN OF NORTH HAMPTON:

Donald R. Lynch BY:

Donald R. Lynch
Richard J. Lynch
SELECTION